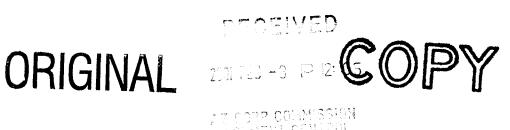
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# CI<sup>2</sup>, INC.

# REGULATIONS AND SCHEDULE OF CHARGES FOR RESALE OF BASIC LOCAL **EXCHANGE TELECOMMUNICATIONS SERVICES** WITHIN THE STATE OF ARIZONA DOCKET NO. T-03762A-99-0409

APPROVED FOR FILING DECISION #: 63188

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# CHECK PAGE

All of the pages of this Tariff are effective as of the date shown at the bottom of the page. Original and revised pages as named below comprise all changes from the original Tariff.

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A.C.C.TARIFF No. 1 CI<sup>2</sup>, Inc. Original Page 4 200 Galleria Pkwy, N.W., Atlanta, GA 30339 **SYMBOLS** The following are the only symbols used for the purposes indicated below: C Changed regulation Discontinued rate or regulation D I Increase Matter relocated without change M New rate or regulation N R Reduction S Reissued matter

Change in text, but no change in rate or regulation

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## PRICE LIST FORMAT

- A. Page Numbering Page numbers appear in the upper right comer of the page. Pages are numbered sequentially. However, new pages are occasionally added to the Tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 14 and 15 would be 14.1.
- B. **Page Revision Numbers** Revision numbers also appear in the upper right comer of each page. These numbers are **used** to determine the most current page version **on** file with the Commission. For example, the 4th revised page 14 cancels the 3rd revised page 14.
- C. **Paragraph Numbering Sequence -** There are six levels of paragraph coding. Each level of coding is Subservient to its next higher level:

2. 2.1. 2.1.1. 2.1.1.A.1. 2.1.1.A.1.(a). 2.1.1.A.1.(a).I. 2.1.1.A.1.(a).I.(i). 2.1.1.A.1.(a).I.(i).

D. Check Pages - When a Tariff filing is made with the Commission, an updated check page accompanies the Tariff filing. The check page lists the pages contained in the Tariff with a cross-reference to the current revision number. When new pages are added, the check page is changed to reflect the revision.

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## SECTION 1 - DEFINITIONS AND ABBREVIATIONS

#### Access Line

4n arrangement which connects the customer's location to a switching center or point of presence.

#### Base Rate Area

4 specific section of an exchange area within which primary classes of service are available without Band Charges.

#### Basic Service Area

4n area within which telephone service is furnished customers under a specific schedule of exchange area and without ong distance charges. A basic service area may include one or more exchange service areas. The basic service area is always included in the local service area for a given exchange.

#### Business Line Features

Optional features available for use in conjunction with a customer's local exchange service.

#### Central Office

The term "Central Office" denotes a switching unit providing telephone service to the customers connected thereto.

#### **Demarcation Point**

The point of demarcation and/or interconnection between Company communications facilities and terminal equipment, protective apparatus or wiring at a customer's premises. Company-installed facilities at, or constituting, the demarcation point shall consist of wire or a jack conforming to Subpart F of part 68 of the Federal Communications Commission's rules. "Premises" as used herein generally means a dwelling unit, other building or a legal unit of real property such as a lot on which a dwelling unit is located, as determined by the Company's reasonable and non-discriminatory standard operating practices.

#### Dual Service

4 service offering which supplies the same dial tone concurrently to two different addresses served from the same wire center during-the time of a customer move.

#### End User

The person or legal entity that uses the service provided by the Company.

#### Exchange

A geographical area established for the administration of communication services and consists of one or more central offices together with associated facilities used in providing exchange services.

#### Exchange Area

The entire area within which are located the stations that a customer may call at the rates and charges specified in the Local Exchange Services.

#### **Exchange Services**

Lines and services that give Customers access to the telecommunications network.

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## SECTION 1 - DEFINITIONS AND ABBREVIATIONS

#### Flat Rate Service

A classification of exchange service for which a stipulated charge is made, regardless of the amount of use.

#### I.L.E.C

The incumbent Local Exchange Carrier.

## Installation Charge

A non-recurring charge applying to the provision of certain items of equipment or facilities as distinguished from the service charge applicable for establishment of basic telephone service. The installation charge is normally associated with optional service features and may sometimes be called an "initial" charge.

#### IntraLATA

A service that originates and terminates within the same LATA.

#### LATA

An acronym for Local Access and Transport Area .

#### L.E.C.

LEC stands for Local Exchange Carrier.

## Local Access and Transport Area

A geographic area established for the administration of communication service. It encompasses designated exchanges which are grouped to serve common social, economic and other purposes.

## Local Exchange Carrier

The term "local exchange carrier" means any person that is engaged in the provision of telephone exchange service or exchange access.

#### Measured Rate Service

A classification of exchange service which is charged on the basis of a fixed local access line rate plus usage, as determined by the number of calls, the duration of the calls, the distance of the calls, and the time of day the calls are placed.

## Multipoint Service

This term denotes a service which provides communications capability between more than two private line station locations on different premises by means of a bridging or hubbing arrangement.

#### Network Interface

The Network Interface is a standard Jack provided by the Company as a part of exchange access, WATS, or Private Line Services for the connection of customer terminal equipment and premises wiring to the Company network. The Network Interface will be located at the demarcation point.

#### Non-Recurring Charges

The one time charges for services or order processing including, but not limited to installation, special fees at time of ordering service.

## Operator Services

Operator services are operator provided services that help Customers to complete calls.

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## SECTION 1 - DEFINITIONS AND ABBREVIATIONS

#### Point of Presence

The central **office** where the LEC hands off the traffic of the Company's Customers or where the Customers access facility interconnects with the long distance network.

#### POP

An acronym for Point-of-Presence

#### Presubscription

An arrangement whereby a Customer may select and designate an exchange carrier that it wishes to use for toll calling.

#### Service

Any or all Services provided pursuant to this Tariff or other Tariffs of the Company.

#### Service Charges

Service charges are charges for services performed by the Company with respect to establishment and altering of Customer's lines and associated services and features.

#### State

State refers to the State of Arizona.

#### Telecommunications

The transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received.

#### Telecommunications Service

The offering of telecommunications for a fee directly to the public, or to such classes of users as to be effectively available **directly** to the public, regardless of the facilities used.

#### Telephone Exchange Service

(a) A service within a telephone exchange, or within a connected system of telephone exchanges within the same exchange area operated to **furnish** to customers intercommunicating service of the character ordinarily **furnished** by a single exchange and which is covered by the exchange service charge, or (b) comparable service provided through a system of switches, transmission equipment, or other facilities (or combination thereof) by which a customer **can** originate and terminate a telecommunications service.

#### Terminate

Terminate means to permanently disconnect service.

#### Underlying Carrier

Underlying Carrier refers to any carrier that provides local exchange services resold by the Company pursuant to this Tariff.

## Wire Center

A "Wire Center" is a Company facility that houses Company equipment for the provision of switched and non-switched telephone service to customers in a defined geographical area. The facility is identified with V&H coordinates and is assigned one or more NXX's for use in providing switched services to customers located in the specified geographical area. The Company equipment located at a Wire Center may consist of switchng equipment or non-switched equipment working with a distant host switch as well as equipment used to terminate dedicated non-switched services.

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## 2.1 Application of the Tariff

#### 2.1.1 General

This Tariff contains the description, regulations, and rates applicable to intraLATA telecommunications services offered by  $CI^2$ , Inc. • Georgia, Corporation with principal offices located at 200 Galleria Parkway, N.W.; Suite 1550, Atlanta, Georgia 30339. Service is furnished for communications; originating and terminating at points within the State of Arizona under terms of this Tariff. The Company operates as a reseller and resells the services of LECs and DUCs. The coverage area is the entire State.

#### 2.1.2 Service Areas

CI<sup>2</sup>, Inc., - Georgia, Corporation service areas coincide with those served by US West Communications - Arizona.

#### 2.1.3 Class of Service

Business service is classified and charged where the use is primarily or substantially of a business, professional, institutional or occupational nature.

#### 2.1.4 Exchange Rate Groups and Exchange Rate Group Classification

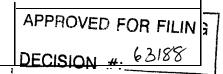
Rate groups applicable to Exchange Services and the appropriate classification for each Exchange Rate Group in Arizona are based on US West Communications - Arizona, Exchange and Network Services Tariff, Section 5.

#### 2.1.5 Local Calling Areas

The rates specified in this tariff for flat rate services and message services entitle customers to access all exchange access lines in the customer's county within the same LATA, all exchange access lines bearing the central office designation(s) of the customer's exchange, and all exchange access lines bearing the central office designation(s) of additional exchanges in the basic service area as shown in US West Communications, Exchange and Network Tariff, Section 5. Usage charges specified herein apply for calls in the local calling area.

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#### 2.2 Limitations on Service

#### 2.2.1 Availability of Facilities

Service is offered subject to the availability of facilities, equipment, or systems, including those to be provided by the DUC(s), Company, CLEC(s) or LEC, the Company's ability to fulfill the order, and the provisions of this Tariff. The Company reserves the right, without incurring liability, to limit service to or from any location where the necessary facilities, equipment, systems, and/or switch software are available or where the Company is unable to fulfill the order.

#### 2.2.2 Limited Communication

Shortage of facilities provided by the LEC caused by emergency conditions may result in limitation on the length of communication. The Company recognizes that underlying carriers may impose such limitation on service and reserves such right on their behalf.

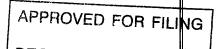
#### 2.2.3 Discontinuance of Service for Cause

The Company reserves the right to discontinue service without liability, or to limit the use of service when necessitated by conditions beyond the Company's control, when the Customer or End User is using service in violation of the law or in violation of the provisions of this Tariff.

- A. The Company may, without notice, discontinue or suspend service under the following conditions:
  - Abandonment of the service.
  - Failure of the Customer to make suitable deposit as required by this Tariff.
  - Impersonation of another with fraudulent intent in application for or use of service.
    - Non-payment of any sum due for exchange, long distance or other services.
    - Use of service in such a way as to impair or interfere with the service of other customers.

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#### 2.2 Limitations on Service (continued)

#### 2.2.4 Termination of Service

- A. Termination of Service by the Company
  - 1. Violation of any of the regulations contained in this Tariff on the part of the customer may be regarded as sufficient cause for termination of the customer's service.
  - 2. When the service is terminated on the initiative of the Company because of violation of its regulations by the customer, the regulations stipulated below for termination of service at the customer's request apply.
  - 3. They may refuse to furnish or continue to furnish service hereunder, if such service would be used or is used for a purpose other than that for which it is provided or when its use interferes with or impairs, or would interfere with or impair, any other service rendered to the public by the Company.

## B. Termination of Service At The Customers Request

1. Service may be terminated at any time upon reasonable notice from the customer to the Company. Upon such termination the customer shall be responsible for the payment of all charges due. This includes all charges due for the period service has been rendered plus any unexpired portion of an initial service period or applicable termination charges, or both.

#### C. Termination Charge

- 1. A termination charge is determined by applying to the Basic Termination Charge the percentage which the unexpired portion of the Initial Service Period bears to the full Initial Service Period.
- (a) The Basic Termination Charge and the Initial Service Period are indicated in the section of this tariff covering the service items to which they apply. The Initial service period is shown in brackets following the amount of the Basic Termination Charge.
  - (b) When a customer discontinues one or more units of a group of the same item, the service latest installed shall be considered as the service first discontinued.
  - (c) When a customer cancels an order for service carrying a Basic Termination Charge prior to the establishment of that service, a termination charge applies equal to the cost incurred by the Company in engineering, ordering, and providing the service; the termination.charge in this event will not exceed the Basic Termination Charge.

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# GA 30339 Original Page 12 SECTION 2 - RULES AND REGULATIONS

#### 2.3 Limitation of Liability

The Company's liability will be limited to that expressly assumed in this section of the Tariff and that arises in connection with the provision of service to Customer.

#### 2.3.1 Fit for Purpose

With respect to service provided hereunder, the Company hereby expressly disclaims, without limitation, all warranties not stated in this Tariff, whether expressed, implied or statutory, and in particular disclaims all implied warranties of merchantability and of fitness for a particular purpose.

## 2.3.2 Contractors and Agents

No contractors, agents or employees of connecting, concurring or other participating carriers or companies will be deemed to be contractors, agents or employees of the Company without the Company's written authorization

## 2.3.3 Company's Officers

Under no circumstances whatsoever will the Company's officers, agents, or employees be liable for any damages, including but not limited to direct, indirect, actual, consequential, special or punitive damages or lost profits.

#### 2.3.4 Limitations

The Company will not be liable for, and shall be fully indemnified and held **harmless** by the Customer for:

- A. Any claim, loss, expense or damage for any interruption, delay, error, omission or defect in service, facility or transmission provided under this Tariff, if caused by the CLEC(s), LEC or DUC(s) or any other third party providing a portion of the service, or by an act of God, fire, war, civil disturbance, act of government, or due to any other causes beyond the Company's control, and no event absent a determination of willful misconduct through a judicial or administrative proceeding.
- B. Any claim, loss, expense, or damage for defamation, libel, slander, invasion, infringement of copyright or patent, unauthorized use of any trademark, trade name or service mark, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data or information transmitted.
- C. Any damages caused by the fault or negligence or willful misconduct of the Customer.
- D. Any failure to provide or maintain service under this Tariff due to circumstances beyond the Company's reasonable control.
- E. The use or abuse of any service described herein by any party including, but not limited to, the Customers employees or members of the public. Use or abuse includes, but is not limited to, any calls placed by means of PBX-reorigination or any other legal or illegal equipment, service, or device. In the case of inbound service, this also applies to third parties who dial the Customer's 800/888 number by mistake.
- F. Any action, such as Blocking or refusal to accept certain calls, that Company deems necessary in order to prevent unauthorized, fraudulent, or unlawful use of its service. Compensation for any injury the Customer may suffer due to the fault of parties other than the Company must be sought from such other parties.
- G. Any claim where the Customer indemnifies the Company pursuant to this Tariff.

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## 2.3 Limitation of Liability (continued)

## 2.3.5 Liability for Damages

The Company will use its best efforts to provide competent services consistent with industry standards. The Company will have no liability to the Customer for any loss of revenue or any other direct, special! incidental, consequential, or other damages the Customer may sustain resulting from the failure or inability of the Company to provide service to its Customers; negligent or defective services to Customers; equipment, computer, network, or electrical malfunctions of any kind, breakdowns, or outages; or any other cause, whether or not within the control of the Company.

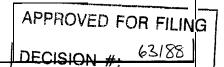
The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors or defects occurring in the course of providing Service hereunder, where such damages were not caused by the Company's willful misconduct, will in no event exceed an amount equivalent to the initial period charge to the Customer according to this Tariff for the call during which such mistake, omission, interruption, delay, error or defect occurred.

# 2.3.6 Responsibility of the Customer

- A. The customer is responsible for the installation and maintenance of any customer-provided inside wire and standard jacks in accordance with the technical standards furnished to the Commission by the Company. Customers electing to maintain telephone company provided inside wire and standard jacks must do so in accordance with those same technical standards.
- B. In the event that the customer maintains or attempts to maintain inside wire, the customer assumes the risk of loss of service, damage to property, or death to, or injury of, the customer's agent. The customer will save the Company harmless from any and all liability, claims, or damage suits arising out of the customer's wire maintenance activity.
- C. Where customer premises inside wire is maintained by the customer, the customer is responsible for correcting any service difficulty that is causing harm to the telecommunications network upon notice from the Company that such wire is causing the difficulty.
- D. The Company will make the technical standards and installation guidelines for customer provision of inside wire available to customers upon request.

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#### 2.3.7 Directory Errors and Omissions

In the event of an error in the number published in the directory, the extent of the Company's liability will be to cover the expense of an intercept for all calls placed to the published number if it is not in service. If the published number is in service, the Company will also be liable for appropriate transfer of service and provision of a new telephone number to the party served by the published number, if so requested, and for intercepting all calls to the published number for the shorter of the life of the directory or one year.

The Company's liability arising from other errors or omissions in Directory Listings, in no event shall exceed one-half the amount of the **fixed** monthly charges applicable to the exchange service affected during the period covered by the directory in which the error or omission occurs.

## 2.3.8 With Respect to Emergency Number 9 11 Service

The Company will take appropriate measures at all times to provision Emergency Number 9 11 Service. The Company resells the services of the LEC and relies on the LEC and its interfaces with Emergency Organizations to provide Emergency 911 service. As such, the Company assumes no liability of any kind for any claims, damages or suits for any personal injury, death, loss, or damage caused by mistakes, omissions, interruptions, delays, errors or defects in the provision of service for portions of this service provided by the LEC, DUC, CLEC(s) or other third parties (including Emergency organizations) on behalf of the Company.

Neither is the Company responsible for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of enhanced 9 11 service features and the equipment associated therewith, or by any services furnished by the Company including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing enhanced 911 service, and which arise out of the negligence or other wrongful act of the Company, the Customer, its Users, agencies or municipalities, or the employees or agents of any one of them.

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## 2.3 Limitation of Liability (continued)

2.3.9 With Respect to Non-Published and Non-Listed Telephone Numbers

In conjunction with a non-published and non-listed telephone number, as described in Section 3 the Company will not be liable for failure or refusal to complete any call to such telephone when the call is **not** placed by number. The Company will try to prevent the disclosure of the number of such telephone, but will not be liable should such number be divulged through other sources including Caller ID display **units** and the Return Call custom calling feature.

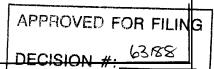
When a Customer with a non-published telephone number, as defined herein, places a call to the Emergency 911 Service, the Company will release the name and address of the calling party, where such information can be determined, to the appropriate local governmental authority responsible for the Emergency 9 11 Service upon request of such governmental authority. By subscribing to service under this tariff, Customer acknowledges and agrees with the release of information as described above.

The acceptance by the Company of the customer's request to furnish a non-listed listing does not create any relationship or obligation, direct or indirect, to any person other than the customer.

In the absence of gross negligence or willful misconduct, no liability for damages arising from publishing a non-listed telephone number in the directory, shall attach to the Company. Where such a number is published in the directory, the Company's liability shall be limited to and satisfied by a refund of any monthly charges which the Company may have made for such non-listed listing. The customer indemnifies and saves the Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by the publication of a non-listed listing.

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### 2.3 Obligations of the Customer

Issued Date: June 2 1, 1999

### 2.4.1 Indemnification of Company by Customer

The Customer will indemnify, defend, and hold the Company harmless from and against all claims and liabilities against the Company:

- where the Company has stated a limitation of liability in this Tariff.
- resulting from Customer (or its employee's agents or independent contractors) actions hereunder
  including, but not limited to breach of any provision in this Tariff, misrepresentation of Company
  services or rates, unauthorized or illegal acts, or violations of right to privacy by the Customer, its
  employees, agents, or independent contractor.
- for any personal injury to, or death of, any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the provision of service, whatever shall be the cause and whether negligent of otherwise.
- . for any and all liability not expressly assumed by the Company in this Tariff and arising in connection with the provision of service to the Customer, and will protect and defend the Company from any suits or claims alleging such liability, and will pay all expenses and satisfy all judgments which may be incurred by or rendered against the Company in connection therewith.
- for any and all claims, demands, suits, actions, losses, damages, assessments or payments which may be asserted or demanded by third parties directly or indirectly authorized by Customer to use the service.
- violation by Customer of any other literary, intellectual, artistic, dramatic, or musical right.
- · violations by Customer of the right to privacy.

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## 2.4 Obligations of the Customer (continued)

## 2.4.2 Payment Obligations

The Customer is responsible for payment for all applicable charges pursuant to this Tariff originated at the Customer's number(s), accepted at the Customer's number, or incurred at the specific request of the Customer. The Customer is responsible for paying for all services the Company provides to or from the Customer's number(s), regardless of whether the Customer's facilities were used fraudulently.

The Customer is responsible for payment for all long distance calls originated at the Customer's number(s), terminated on the Customer's 800/888 number, billed to the Customer's Account code, accepted at the Customer's number, or incurred at the specific request of the Customer. The Customer is responsible for paying for all services the Company provides to or from the Customer's number(s), regardless of whether the Customer's facilities were used fraudulently or used without the Customer's knowledge in full or in part.

The termination or disconnection of service(s) by the Company does not relieve the Customer of any obligations to pay the Company for charges due and owing for service(s) furnished up to the time of termination or disconnection. The remedies set forth herein will not be exclusive and the Company will at all times be entitled to all rights available to it under either law or equity.

The Customer will be responsible for the payment of all charges for services provided under this Tariff and for the payment of all excise, sales, use, gross receipts or other taxes that may be levied by a federal, state, or local governing body or bodies applicable to the service(s) furnished under this Tariff unless specified otherwise herein.

Customers subscribing to local exchange services pursuant to the Rules and Regulations of this Tariff are responsible for payment for the F.C.C. authorized interstate Customer Line Charge (also called End User Common Line Charge).

#### 2.5 Obtaining Service

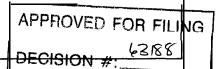
#### 2.5.1 Application for Service

To obtain service, the Company may require the Customer to provide the Company with a signed letter of agency or third party verified verbal authorization of agency. Upon the Company's acceptance of this proof, all applicable provisions in the Company's Tariff, as amended from time-to-time which are lawfully on file, become the agreement for service between the Company and the Customer. Acceptance or use of service offered by the Company shall be deemed an application for such service and an agreement by the Customer to subscribe to, use, and pay for such service in accordance with the applicable Tariffs of the Company.

Company reserves the right to refuse service to applicants per this Tariff including those who are known to have been previously terminated by Company or by LEC or other **CLECs** within the last twelve (12) months and when the applicant **cannot** establish credit satisfactory to the Company as given in this tariff.

ssued Date: June 2 1, 1999 Effective Date: November 30, 2000

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## 2.5 Obtaining Service (continued)

#### 2.5.2 Establishment of Credit

### A. Applicant

The Company reserves the right to require all Applicants to establish credit worthiness to the reasonable satisfaction of the Company. Upon receipt of the signed letter of agency or verbal third party verified authorization by the Company, the Applicant will be deemed to have authorized the Company to obtain such routine credit information and verification as the Company requires.

#### B. Customer

Under certain conditions an existing Customer may be required to establish additional credit. The Company reserves the right to examine the credit record and check the references of any Customer under these circumstances.

## 2.5.3 Customer Deposits

Any Applicant whose credit is not acceptable to the Company as provided in this Tariff may be required to make a deposit to be held by Company as a guarantee of payment for service provided under this Tariff. In addition, an existing Customer may be required to make a deposit or to increase a deposit presently held by the Company if re-establishment of credit is not satisfactory subject to this tariff.

Interest at the rate of 7 percent per annum is allowed to the customer during the continuance of the deposit. Interest on a deposit shall acrue annually and, if requested, shall be annually credited to the customer by the accrual date. Interest shall not be paid on a deposit for the period following ninety days after discontinuance of service, if during such period the Company has made a reasonable effort to refund the deposit.

The fact that a deposit has been made in no way relieves the applicant or customer from complying with the Company regulations as to advance payments and the prompt payment of bills on presentation or constitutes a waiver or modification of the regular practices of the Company providing for the discontinuance of service for non-payment of any sums due the Company.

ssued Date: June 21, 1999 Effective Date: November 30, 2000

## 2.5 Obtaining Service (continued)

2.5.4 Initial Contract Periods and Termination of Service

#### A. Initial Contract Periods

Except as provided herein, the Initial Contract period is one month. Service is provided and billed on the basis of a minimum period of at least one month, and shall continue to be provided until cancelled by the Customer, with written notification to the Company within a reasonable period in advance of the date of cancellation. Unless otherwise specified herein, for purposes of computing this tariff, every month is considered to have thirty (30) days. Initial Contract Periods begin on and include the day following the establishment of service.

#### B. Cancellation of Service

When an application or request for service, including additions and changes is cancelled or changed in whole or in part before service is established, the customer may be required to reimburse the Company for all costs incurred in connection with that part of the application or request which is cancelled or changed, except as otherwise stated in this Tariff. The charge to the Customer shall not exceed the charges which would have applied to normal establishment of the original order and subsequent cancellation thereof.

- C. Service may be cancelled prior to expiration of the Initial Contract Period with written notification from the Customer to the Company within a reasonable period in advance of the date of cancellation. Upon such cancellation, the Customer will be responsible for the payment of all charges due for the service period.
- D. Service may be cancelled subsequent to the expiration of the Initial Contact Period with written notification from the Customer to the Company within a reasonable period in advance of the date of cancellation. Upon such cancellation, the Customer will be responsible for the payment of all charges up to and including the date of cancellation.

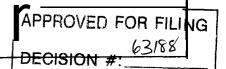
## 2.5.5 Provision and Ownership of Equipment and Facilities

Company may use equipment and facilities for provision of services that are furnished in whole or in part by the LEC. Such equipment and facilities located on the premises of a Customer remain the property of the LEC, whose employees or agents acting on behalf of the Company may enter said premises at any reasonable hour to install, repair and inspect equipment and facilities up to and including the Network Interface. In cases where the equipment and facilities beyond the Network Interface remain the property of the Building Owner or other entity, Agents and employees of the Company may enter the premises at any reasonable hour to install, repair and inspect facilities and equipment beyond the Network Interface up to and including the inside wiring and the jack(s).

Equipment and facilities utilized by **the** Company for **the** provision of services, termination of service shall be returned to their owner in good condition, reasonable wear and tear thereof expected. In the case of damage, loss or destruction of any aforementioned equipment and facilities, due to the negligence or willful act of the Customer or other Authorized Users, the Customer shall be required to pay the expense incurred by the Company in connection with replacement of the property damaged, lost, stolen or destroyed, or the expense incurred in restoring it to its original condition.

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## 2.5 Obtaining Service (continued)

## 2.5.6 Installation, Maintenance and Repair

All installation, service and repair expense is borne by the Company except as otherwise specified in this Tariff. The Customer shall not install, disconnect, rearrange, remove or attempt to repair any equipment or facilities furnished by the Company or permit others to do so, except upon the written consent of the Company or as specified in this Tariff.

#### 2.5.7 Non-Routine Establishment of Services

At the Customer's request, establishment of services may be performed outside the Company's normal business hours and normal work intervals. In such cases, costs may be incurred that would not otherwise have been incurred. The Customer may be required to pay, in addition to the other rates and charges specified in this Tariff, the amount of additional costs incurred by the Company as a result of the Customer's special requests.

## 2.5.8 Provision and Ownership of Directories

Directories are furnished by or on behalf of the Company to Customers as an aid to the use of services. Company may request that directories be returned to the Company or other specified entity or location when new directories are issued. The Company will furnish to its Customers without charge such directories as it deems necessary for efficient use of the services. Other directories may be purchased at the Customer's expense by dialing (800) 432-6657.

#### 2.5.9 Advance and Assurance of Payments

Customers and applicants may be required to pay for service charges, installation and non-recurring charges or one month's fixed charge in advance of installation of their service. The amount of any advance payment is credited to the Customer's account and applied to indebtedness for the services ordered once provisioned 'Customers may also be required to provide a guarantee of payment in the form of credit card imprint of other such guarantee of payment for future services. The required advance payments or other security may be increased or decreased by the Company as it deems appropriate in light of changing conditions.

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## 2.6 Dispute Procedures

- 2.6.1 Inquiries and disputes, including billing disputes, will be handled as follows:
  - A. The Customer shall pose the inquiry or dispute directly to the Company for resolution. Writter communications should be directed to the Company's Customer Service department as per this Tariff. Al: undisputed portions of any outstanding balance due are to be paid while resolution of the inquiry or dispute is pending
  - B. The Company will investigate a Customer inquiry or dispute and report the **findings** to the Customer.
  - C. If the Company **finds** its actions to be consistent with this Tariff, the Company will inform the Customer ol its no fault finding and require full payment of any outstanding balance due.
  - D. If the Customer is not satisfied with the Company's resolution of an inquiry or dispute, the Customer may refer the matter to the Arizona Corporate Commission for **final** determination.

#### 2.7 Customer Service

The Company maintains a Customer Service Department in Georgia exclusively for Customers' questions, requests for service, compliments, complaints and trouble handling. The Company's Customer Service address and toll free number(s) are printed on the Customer's bill. For Customers using Credit Card billing or automatic withdrawal from the checking or savings account the Company's Customer Service address and toll free numbers are provided with the Customer's call detail. Customers may contact the Company's Customer Service Department in writing or by calling a toll free number.

The Customer Service Department is located at 200 Galleria Parkway, N.W.; Suite 1550 Atlanta, Georgia 30339. The toll free number is (888) 657-FAST. Excluding holidays, Customer Service Representatives are available 8:00 AM to 6:00 PM standard time Monday through Friday. After hours, Sundays and OI holidays, Customers are automatically forwarded to an answering service for messaging.

Customer Service support for repair services is available twenty four (24) hours per day, 365 days per year at (888) 657-FAST. After hours, trouble management teams will be paged by the answering service for immediate response to reports of trouble and repair needed.

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#### 2.8 Credits

#### 2.8.1 Allowances for Interruptions

The Company will take appropriate measures to assure minimal service interruptions. If service is interrupted, appropriate action will be taken to the extent possible to restore service within twenty four (24) hours following notification by the Customer.

Interruptions of more than twenty four (24) consecutive hours, which are reported to or detected by the Company, and which are not due to the negligence or willful act of the Customer will be credited to the Customer's account upon the Customer's request at the proportionate monthly charge involved for each twenty four hours or fraction thereof of interruption.

#### 2.8.2 Credit for an Incomplete Call

An incomplete call is a call where two-way communication was not possible between the called station and the calling station. When a Customer notifies the Company that the Customer has been inadvertently billed for an incomplete call, the Company will issue credit for the amount of the charge for that call.

## 2.9 Taxes and Surcharges

#### 2.9.1 Federal, State and Local Taxes and Surcharges

In addition to the charges specifically pertaining to services, certain federal, state, and local surcharges, taxes, and fees apply to services. These taxes, surcharges, and fees are calculated based upon the point of origination of the call, the point of termination of the call, the length of each call, and the taxing jurisdictions rules and regulations.

\*Applicable interstate Customer Line Charges or End User Common Line Charges, authorized by the F.C.C., will apply in addition to the rates and charges specified for local exchange service in this and/or other Tariffs of the Company.

All federal, state, and local taxes, surcharges, and fees (i.e., sales tax, gross receipts tax, municipal utilities tax, etc.) are listed on the Customer's invoices, and unless otherwise specified herein, are not included in the rates listed in this Tariff.

## 2.9.2 Tax Exemption Status

In order to be granted tax exempt status, a Customer claiming tax exempt status must provide the Company with copies of all tax exemption certificates and documents required by the Company at the time service is ordered. Failure to provide the required documentation at the time service is ordered will result in all taxes as noted herein being levied by the Company on the Customer's service, and the Customer will be responsible for the payment of all such charges. At the Company's option, the Company may accord the Customer tax exempt status upon receipt of the required documentation after service is ordered. However, the Customer will be billed for all applicable taxes and responsible for the payment of same until such time as the Company has ceased billing the applicable taxes. The Company is not liable for refunding the amount of the taxes paid the Customer. The Customer is responsible for seeking refunds for such taxes from the appropriate taxing authority. Failure to pay the appropriate taxes prior to tax exempt status being accorded by the Company will result in termination of service.

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# **SECTION 3 -- SERVICE DESCRIPTIONSAND RATES**

# 3.1 Basic Local Exchange Service

#### 3.1.1 Flat Rate Service

#### A. General

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This service entitles customers to an unlimited number of calls within the local calling area.

## B. Rates and Charges

#### 1. Business

(a) Individual line, each	MONTHLY RATE \$17.68	NONRECURRING CHARGE \$56.00
(b) Additional individual line, each	\$17.68	\$56.00
(c) 4-party line, each	\$24.23	\$56.00
(d) 8-party line, each	\$23.43	\$56.00

## C. Nonrecurring Change Charge

1. The following nonrecurring change charges apply for changes at the customer's request, unless otherwise specified:

	NONRECURRING CHARGE
(a) When changing the type of service:	\$27.50
(b) When changing the grade of service	\$27.50
(c) To regroup Party Line	\$27.50
(d) To changes in class of service, not involving PBX servi	ce \$27.50

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## SECTION 3 - SERVICE DESCRIPTIONS AND RATES

- 3.1 Basic Local Exchange Service (continued)
  - 3.1.2 Measured Usage Charges
    - A. Timing of Local Messages
      - Chargeable time begins when connection is established between the calling station and the called station.
      - Chargeable time ends when the calling station hangs up, thereby releasing the network connection. If the called station hangs up, but the calling station does not, chargeable time ends when the network connection is released by automatic timing equipment in the telephone network.
      - Chargeable time does not include time lost because of faults or defects in the connection.
    - B. Charges
      - 1. Measured Usage Charges
        - (a) Measured usage charges accumulate on a monthly basis commencing on the billing date.
        - (b) Measured usage charges do not apply to messages completed to certain telephone numbers located on Company premises within the local calling area.
        - (c) Measured usage charges are based upon the following rates, and are applicable to local messages completed on a dial station-to-station basis.
        - (d) In cases where a message begins in one time period and ends in another, the initial rate is the rate in effect at the time the connection is established. The rate for each additional period is the rate in effect at the beginning of each additional period.
        - (e) The discount usage rate applies to the holidays listed below:

New Year's Day

January 1

• Independence Day

July 4

- Labor Day
- Thanksgiving Day
- Christmas Day

December 25

(f) The full period usage rate applies between 8 a.m. and 5 p.m.' weekdays. The' discount usage rate applies between 5 p.m. and 8 a.m.' weekdays, and all day Saturday, Sunday and Holidays.

Note 1: To, but not including.

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# SECTION 3 - SERVICE DESCRIPTIONS AND RATES

- 3.1 Basic Local Exchange Service (continued)
  - 3.1.2 Measured Usage Charges (continued)
    - B. Charges (continued)
      - (g) Rates

	Per Minute
I. Full Period Usage	\$0.03
II. Discount Usage	\$0.02

2. Billing Detail

The monthly rates for measured types of services do not contemplate the provision of monthly billing detail. When billing detail is requested, it must be arranged for in advance. The following charge per call will be assessed. In addition, the following nonrecurring charge will also apply.

	MONTHLY	NONRECURRING
	CHARGE	CHARGE
(a) Detail billing, per call	\$0.01	

(b) Each service order required I. Business

\$13.50

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#### SECTION 3 – SERVICE DESCRIPTIONS AND RATES

### 3.1 Basic Local Exchange Service (continued)

## 3.1.3 Hunting Service

#### A. General

Hunting Service is an optional arrangement available to customers with two or more individual lines. Where facilities permit, such lines will be arranged so that incoming calls to a busy line will overflow to other of the customer's lines not busy. The following types of hunting arrangements are available, series and multiline (basic hunting), circular, and preferential.

## B. Optional Features

#### 1. Circular Hunt

- (a) Circular Hunt is an option of Hunting Service that allows for hunting to start at the dialed number and continues in ascending order to the last number in the **hunt** group. Hunting then proceeds to the first number of the hunt group and continues **through** the group until an idle line is reached or the number just preceding the dialed number is reached.
- (b) The rates and charges for Circular Hunt are in addition to the rates and charges for Hunting Service. Only one nonrecurring will apply when both are ordered at the same time, for the same customer, on the same line.

#### 2. Preferential Hunt

- (a) Preferential Hunt is an option of Hunting Service that enables incoming calls to specific number within a hunt group to hunt over a unique hunting sequence to lines within the hunting group. The unique hunting sequence is other than that encountered when a caller dials the first telephone number in a hunt group.
- (b) The rates and charges for Preferential Hunt are in addition to the rates and charges for Hunting Service, Only one nonrecurring charge will apply when both are ordered at the same time, for the same customer, on the same line.

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# SECTION 3 - SERVICE DESCRIPTIONS AND RATES

- 3.1 Basic Local Exchange Service (continued)
  - 3.1.3 Hunting Service (continued)
    - C. Rates and Charges
      - 1. The rate for each individual line arranged for Hunting Service is in addition to the regular individual line rate.
      - 2. The following monthly rates are for business Hunting Service. The nonrecurring charge applies to establish, change to or from or to rearrange Hunting Service, except when changing from series to multi-line or vice versa.

	MONTHLY RATE	NONRECURRING CHARGE
(a) Business Basic hunting, per access line	\$8.00	\$13.00
(b) Business, Circular Hunt	\$3.00	\$13.00
(c) Business, Preferential Hunt	\$1.00	\$13.00

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#### SECTION 3 - SERVICE DESCRIPTIONS AND RATES

## 3.1 Basic Local Exchange Service (continued)

#### 3.1.4 PBX Service

#### A. General

Private Branch Exchange service, commonly know as PBX service, provides an arrangement of switching equipment and stations for intercommunicating among the stations and for connections through the local and long distance telephone network to other customers.

## B . PBX Trunk

Trunk line rates apply to all central office lines terminated in Private Branch Exchange (PBX) switching equipment, a common group of pooled lines connected to customers' equipment and to other such services as specifically covered in this Tariff.

PBX Service is not provided on a one-way basis; therefore, in-only and out-only trunks must be used in combination which provide for two-way service for the PBX system.

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## SECTION 3 - SERVICE DESCRIPTIONS AND RATES

## 3.1 Basic Local Exchange Service (continued)

## 3.1.4 PBX Service

## C. Rates and Charges

The following nonrecurring charge applies per trunk to install and to connect a trunk when changing a grade of service to PBX service.

#### 1. Business

	MONTHLY RATE	NONRECURRING CHARGE
(a) 2-Way	\$38.5 1	\$56.00
(b) 2-Way, 4-wire with E & M signaling, DID and Hunting'	\$77.5 ]	\$66.00
(c) 1-Way out	\$38.51	\$56.00
(d) l-Way in	\$38.51	\$56.00
(e) l-Way in, with hunting for DID'	\$46.51	\$66.00
(f) TTT-LD terminal	\$17.16	\$127.00

# D. Nonrecurring Change Charge

The following nonrecurring change charge applies, at the customer's request unless otherwise specified, for all miscellaneous changes or rearrangements of PBX trunks:

> NONRECURRING **CHARGE**

(a) Per PBX trunk \$32.50

Note 1: Requires a DID trunk circuit termination.

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## SECTION 3 - SERVICE DESCRIPTIONS AND RATES

- 3.1 Basic Local Exchange Service (continued)
  - 3.1.5 Direct-Inward-Dialing (DID) Service
    - A. General
      - 1. Direct-Inward Dialing (DID) service is a special **trunking** arrangement which permits incoming **calls** from the exchange network to reach a specific PBX station directly without an attendant's assistance.
      - 2. Sequential numbers may be assigned if blocks of numbers are available and at the discretion of the Company. A DID sequential number block is a group of twenty telephone numbers in numeric order. The last digit of the first number within the block is a zero, and the last number within the number block must include an odd number in the sixth digit and a nine in the last digit.

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# SECTION 3 - SERVICE DESCRIPTIONS AND RATES

- 3.1 Basic Local Exchange Service (continued)
  - 3.1.5 Direct-Inward-Dialing (DID) Service (continued)
    - B. Rates and Charges

	•	MONTHLY	NONRECURRING
		RATE	CHARGE
1.	Non-sequential telephone number, each	\$.15	\$1.00
2.	DID block of twenty sequential telephone numbers, per block	\$3.00	\$20.00
3.	Reserved telephone number  (a) Non-sequential number, per number	\$.15 \$3.00	\$0.00
	(b) sequential number block, per block		\$0.00
4.	In-only analog trunk circuit termination, each	\$50.00	\$64.00
5.	In-only digital trunk circuit termination, each	\$50.00	\$64.00
6.	Two-way digital trunk circuit termination with answer supervision, each	\$50.00	\$64.00
7.	2-way, 4-wire analog trunk circuit termination, each	\$50.00	\$64.00
8.	Block Compromise Charge		
	(a) Removal of a telephone number from a sequential number block, (other than a temporary removal) per Sequential number block	\$0.00	\$450.00
	(b) Temporary removal of a telephone number from a sequenti number block, (for temporary transfer of calls only) per sequential number block	al \$0.00	\$50.00

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## **SECTION 3 - SERVICE DESCRIPTIONS AND RATES**

- 3.1 Basic Local Exchange Service (continued)
  - 3.1.5 Direct-Inward-Dialing (DID) Service (continued)
    - B. Rates and Charges (continued)
      - 9. The following charges are applied to rerouting of telephone numbers to another trunk or trunk group or when changing the number of digits out-pulsed to the PBX or to change DTMF signaling or vice versa.

NONRECURRING CHARGE

(a) Rerouting of telephone numbers, per number

\$0.00

(b) Changing number of digits out-pulsed, per change

\$50.00

(c) Changing signaling, per change

\$50.00

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## SECTION 3 - SERVICE DESCRIPTIONS AND RATES

- 3.1 Basic Local Exchange Service (continued)
  - 3.1.6 Business Line Features
    - A. These auxiliary features are provided in addition to basic telephone service.
      - 1. Call Waiting By means of a tone signal a customer who is using his telephone is alerted when another: caller is trying to reach that station. The feature permits putting first call on hold so that second call can use answered, or alternating between the two.
      - 2. Three-Way Calling This feature allows the customer to speak to two people in two different locations, . The customer can connect a third party to his conversation at any time, regardless of who called whom. And when more than one user has this service, the customers can bring on as many callers as they like.
      - 3. Call Forwarding Busy Line This feature provides for calls terminating to a customer's busy directory number to be forwarded to another telephone number on a premises other than the provisioned premises. The customer selected forward-to telephone number is preprogrammed at the time service is established and can only be changed via service order.
      - 4. Call Forwarding Don't Answer This feature provides for calls terminating to a customer's idle directory number to be forwarded, after a customer pre-selected interval, to another telephone number. The customer selected forward-to telephone number and specified interval are preprogrammed at the time service is established and can only be changed via service order.
      - 5. Caller ID Basic (Number Delivery) This feature enables the customer to view on a display unit the phone number of the person trying to reach the customer. If you have a telephone with Caller ID display capacity, Caller ID shows you the name and number of the person who is calling you before you answer the phone, so you can choose which calls to pick up and which ones to return at a more convenient time.
      - 6. Call Return This feature enables a customer to automatically call back the telephone number associated with the last number that called, whether or not the call was answered or the number is known. The customer can dial a code to request that the network place the call.

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# SECTION 3 - SERVICE DESCRIPTIONS AND RATES

- 3.1 Basic Local Exchange Service (continued)
  - 3.1.6 Business Line Features (continued)
    - B. Rates and Charges

	MONTHLY RATE	NONRECURRING CHARGE
1. Call Waiting	\$7.50	\$13.00
2. Three-Way Calling with Transfer	\$4.00	\$13.00
3. Call Forwarding - Busy Line	\$5.50	\$13.00
4. Call Forwarding - Don't Answer	\$4.00	\$13.00
5. Caller ID - Basic	\$10.95	\$13.00
6. Call Return	\$3.00	\$13.00

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# SECTION 3 - SERVICE DESCRIPTIONS AND RATES

3.1 Basic Local Exchange Service (continued)

# 3.1.7 Directory Assistance

#### A. General

The Company furnishes a Directory Assistance service for the purpose of aiding customers in obtaining telephone numbers.

# B. Service Charges

Request of a listing (maximum of two telephone numbers per call)

**RATE** (a) Within the local calling area for the originating line \$.59 Each call

(b) Outside the local calling, but within the state of the originating line, \$.59 Each call

\$1.50 (c) Each call connected by a Company operator

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# **SECTION 3 – SERVICE DESCRIPTIONS AND RATES**

# 3.2 Listing Services

3.2.1 Non-Published Service

#### A. General

A non-published listing is not listed in either the alphabetical section of the directory or directory assistance records and will not be furnished upon request of a calling party.

## B. Rate Application

1. Non-Published Service

MONTHLY NONRECURRING RATE CHARGE

\$1.80 \$22.00

(a) Each

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## SECTION 3 – SERVICE DESCRIPTIONS AND RATES

## 3.2 Listing Services (continued)

#### 3.2.2 Non-listed Service

#### A. General

A non-listed listing is not listed in the alphabetical section of the Company's directory, but is maintained on directory assistance records and will be furnished upon the request of a calling party.

# B. Rate Application

1. Non-listed service

(a) Each

MONTHLY NONRECURRING CHARGE
\$1.45 \$22.00

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# SECTION 3 - SERVICE DESCRIPTIONS AND RATES

# 3.2 Listing Services (continued)

# 3.2.3 Additional Listing

### A. General

A business additional listing may be furnished in other names, when in the sole judgement of the Company the customer's service is not joint user, shared or being resold.

# B. Rate Application

1. Business Additional Listing

MONTHLY NONRECURRING CHARGE
\$3.00 \$22.00

(a) Each

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CI<sup>2</sup>, Inc.

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# SECTION 3 – SERVICE DESCRIPTIONS AND RATES

- 3.2 Listing Services (continued)
  - 3.2.4 Foreign Listing
    - A. General

**A** listing in the alphabetical section of Company directories outside the customer's local exchange may be furnished

- B. Rate Application
  - 1. Foreign listing

MONTHLY	NONRECURRING
RATE	CHARGE
\$3.00	\$22.00

(a) Business, each

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#### SECTION 5 " MESSAGE TELECOMMUNICATIONS SERVICE

#### 5.1 Message Telecommunications Service (MTS)

#### 5.1.1 Application

- A. Message Telecommunications Service (MTS) applies to all MTS calls made between two or more rate centers within the same LATA in this state. The rate centers are specific geographic locations from which airline mileage measurements are determined.
- B. MTS provides telecommunication beyond the local calling area. MTS charges cover the service furnished between the calling and called station.
- C. MTS is available to and from customers of a Miscellaneous Common Carrier with arrangement for interexchange of telephone traffic. This service is furnished through interconnecting equipment and local connecting facilities provided by the DUCs, LECs, and ILECs with which the Company has a partnering agreement.

#### 5.2 Two-Point Telecommunications Service

#### 5.2.1 Classes of Calls

[ssued Date: June 21, 1999

- A. Charges apply according to the class of call me calling person selects as defined below:
  - Dial Station-to-Station
     Applies when the calling person dials the desired telephone number without the assistance of an operator and the call is billed to the calling number.
  - Customer-Dialed Calling Card (Mechanized)
     Applies to Station-to-Station calls where equipment is available and the calling person dials zero, the telephone number desired, and the calling card or special billing number without the assistance of an operator.
  - 3. Customer-Dialed Calling Card (Operator Assisted)
    Applies to Station-to-Station calls when equipment is available and the calling person dials zero, the telephone number desired and operator assistance is limited to the operator entering the calling card.
  - 4. Operator-Assisted Station-to-Station
    Applies when calls are completed with the assistance of an operator, except in 1, 3, and 4 preceding and 5 following.
  - Operator-Assisted Person-to-Person
    Applies when a calling person names the particular party to be reached by an operator. The party may be a person, station, department or office reached through a PBX attendant. Person-to-Person also applies when the calling party **cannot** speak to the intended person or station, but agrees to speak to someone also or requests an operator to make arrangements with a person to receive a call at a specific time.

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#### SECTION 4 - SERVICE CHARGES

## 1.2 Dual Service

#### 4.2.1 General

- A. Dual Service is a service offering which supplies the same dial tone concurrently on two different addresses served from the same wire center for a limited period of time (30 days maximum) for non-designed services only. The provision of Dual Service assures the customer continual service at both locations during the time of a move.
- B. A request for Dual Service may be made on orders for a transfer of service within the same wire center where no telephone number change is involved.

## 4.2.2 Rates and Charges

RATE

A. Exchange Access Line

1. Per Business line, trunk or main line

\$20.00

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## SECTION 5 - MESSAGE TELECOMMUNICATIONS SERVICE

# 5.2 Message Telecommunications Service (MTS)

## 5.2.2 Timing of Calls

- A. On dial station-to-station , customer-dialed calling card station-to-station and operator-handled station to-station, the timing of a call begins when the calling and called stations are connected.
- B. On person-to-person calls, the timing of a call begins when the calling party is connected to a **specif** person, station or an agreed upon alternate.
- C. Chargeable time ends when the connection is terminated at any point.
- D. The time of day at the calling person's rate center determines whether the day or eveninglnightlweeken rates apply.

# 5.2.3 Collection of Charges

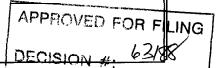
- A. Charges for MTS calls are billed to the calling person, except where the calls are billed to:
  - The called party as a collect call and the charges is accepted by the called party.
  - A third number, unless restricted from the accepting this call type.
  - . An authorized calling card or special billing number.
- B. Charges apply according to the class of call the calling person selects as defined below:

		CHARGE
1.	Customer-Dialed Calling Card (Mechanized)	\$0.50
2.	Customer-Dialed Calling Card (Operator Assisted)	0.85
3.	Operator-Assisted Station-to-Station	1.30
4.	Operator-Assisted Person-to-Person	3.50

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## SECTION 5 - MESSAGE TELECOMMUNICATIONS SERVICE

- 5.2 Two-Point Telecommunications Service (continued)
  - 5.2.4 Charge Determination
    - A. The following table indicates the appropriate times for the day and evening/night/weekend rate periods to be used for rating MTS calls.

	MON   FUE   WED   THU   FRI	SAT SUN
8:00 AM to 5:00 PM'	Day Rate Period Full Rate	
5:00 PM to 8:00 AM'	Evening/Night/Weekend Rate Period	

- B. The total amount of the call will be rounded to the nearest cent if the computed rate of the call results in a fractional charge.
- C. The evening/night/weekend rate applies to the holidays listed below unless a lower rate applies:

New Year's Day January 1Independence Day July 4

. Labor Day

Thanksgiving Day

• Christmas Day December 25

D. When a message begins in one rate period and ends in another, the initial period rate is the rate in effect at the time the connection is established. The rate for each additional period is the rate in effect at the beginning of each period.

Note 1: To, but not including.

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## SECTION 5 - MESSAGE TELECOMMUNI CATIONS SERVICE

- 5.2 Two-Point Telecommunications Service (continued)
  - 5.2.5 Directory Assistance Service
    - A. General
      - 1. The Company furnishes directory assistance for the purpose of aiding customers in obtaining telephone numbers.
    - B. Bates and Charges
      - 1. Directory Assistance service request of a listing (maximum of two requests per call)
      - 2. A customer is allowed one directly dialed Directory Assistance call per month at no charge for each central office line or trunk.
      - 3. The charge for a call to Directory Assistance, is:

CHARGE

(a) Each call dialed directly by the customer \$0.59

(b) Each call connected by a Company operator 1.50

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# SECTION 5 - MESSAGE TELECOMMUNICATIONS SERVICE

#### 5.2 Two-Point Telecommunications (continued)

## 5.2.6 Operator Verification/Interrupt Service

A. Customers may obtain assistance in determining if a called line is in use (herein called verification) or in interrupting a conversation in progress due to an urgent or emergency situation (herein called interrupt) by calling the "0" operator.

#### B. Terms and Conditions

1. Verification

A charge applies each time the operator verities a called line and hears voice communication.

2. Interrupt

A charge applies each time an operator interrupts a conversation that is in progress on the called line.

- 3. Verification and Interrupt Service is furnished where and to the extent that facilities permit.
- 4. The customer shall indemnify and save the Company harmless against all claims that may arise from either party to the interrupted call or any person.
- 5. If an operator both verifies the condition of the line and interrupts conversation on the same request, the interrupt charge also applies.
- 6. The charge for interrupt applies whenever the operator interrupts the conversation even though one or the other parties interrupted refuses to terminate the conversation in progress.
- 7. Charges for Verify/Interrupt Service may be billed to a calling card. Charges may not be billed on a collect basis.
- 8. The charges for Verify/Interrupt Service are in addition to any applicable rates; i.e., operator assistance charges or calling card message charges. Time-of-day discounts or unused Directory Assistance or Message Bate Service allowance will not be applied against these charges.

#### C. Charges

**CHARGE** 

a) Verification, per request

\$1.50

b) Interrupt, per request

\$1.50

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